

State of Hawai‘i
Office of Hawaiian Affairs
Health, Human Services & Housing Hale
Human Services Discipline

Request for Proposals
Native Hawaiian Human Services Program
RFP NO. OHA 09-310-01-SW

May 13, 2009

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the RFP Interest form, complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

May 13, 2009

REQUEST FOR PROPOSALS

**Native Hawaiian Human Services Program
RFP No. OHA 09-310-01-SW**

The Office of Hawaiian Affairs (OHA) is requesting proposals from qualified applicants to establish and administer the Native Hawaiian Human Services Program. OHA invites the submission of applications for funding, on a competitive basis, to connect Native Hawaiian beneficiaries in need, particularly those experiencing an emergency situation resulting in financial hardship. Examples of emergency situations include loss of income, loss of employment due to layoff, debilitating illness, homelessness, and other unanticipated circumstances. The objective of this program is to facilitate stabilization in the face of crisis and strengthen beneficiary capacity to engage in ongoing support and services with other community resources following initial resettlement. The contractor would provide support and service to low income Native Hawaiians statewide to assist these individuals and families with immediate and emergent financial needs in an effort to enable them to become economically self-sufficient for the long-term. Services may include, but are not limited to: intake and assessment, emergency financial assistance, access to financial literacy training, information and referral, and support. The contract term will be for one year commencing on or about July 1, 2009, subject to the continued availability and appropriation of funds. Only one contract will be awarded under this request for proposals.

Interested applicants must submit a completed proposal (original + four copies) to:

Office of Hawaiian Affairs
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813

Completed proposals may be submitted by hand delivery or U.S. mail only; faxed or electronic submissions will not be accepted. Mailed proposals must be postmarked by the U.S. Postal Service on or before June 12, 2009 and received by OHA within 10 days of the submittal deadline. Hand delivered proposals must be received no later than 4:30 p.m., Hawai'i Standard Time (HST), on June 12, 2009. Deliveries by private mail services such as FEDEX, UPS, etc. shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., HST, June 12, 2009. Proposals postmarked or hand delivered after the applicable dates and times as described above shall be considered late and rejected, and returned unopened. There are no exceptions to these requirements.

OHA's Health, Human Services, and Housing Hale staff will conduct an orientation on May 20, 2009 from 11:00 a.m. to 1:00 p.m., HST, at OHA's main office located at 711 Kapi'olani Boulevard, Suite 500, Honolulu, Hawai'i 96813. **All prospective applicants are highly encouraged to attend the orientation.**

Applicants may submit written questions regarding this RFP. The deadline to submit written questions is 4:30 p.m., HST, on May 27, 2009. All timely submittals will receive a written response from OHA during the period of May 28 – June 4, 2009.

In accordance section 3-143-403 of the Hawai'i Administrative Rules (HAR), OHA will be interviewing applicants whose proposals are determined to be reasonably susceptible of being selected for award. All applicants who timely submit a completed proposal should be available to participate in this interview phase on Thursday, June 15, 2009 between 9:00 a.m. and 4:00 p.m., HST, at the main office of the Office of Hawaiian Affairs (address noted above). OHA will contact individual applicants to schedule interview times.

Inquiries regarding this RFP should be directed to the RFP contact person:

John P. Alamodin
Director of Health, Human Services, and Housing
Office of Hawaiian Affairs
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813

Telephone: (808) 594-0220
Fax: (808) 594-1865
E-mail: johna@oha.org

Hard copies of the RFP will be available for pickup at OHA's main office beginning May 13, 2009 or will be mailed to prospective applicants upon request. OHA will not provide copies of the RFP electronically or by fax.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: Original plus 4 copies

ALL MAIL-INS MUST BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN June 12, 2009 and received by the Office of Hawaiian Affairs within 10 days thereof.

All Mail-ins

Office of Hawaiian Affairs
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813

**OHA RFP
COORDINATOR**

John P. Alamodin
For further info. or inquiries:
Phone: (808) 594-0220
Fax: (808) 594-1865
E-mail: johna@oha.org

ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITE UNTIL 4:30 P.M., Hawai'i Standard Time (HST), June 12, 2009.

Drop-off Site:

Office of Hawaiian Affairs
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813

BE ADVISED: All mail-ins postmarked by USPS after **June 12, 2009** or not received by OHA within **10 days of the submittal deadline** will be rejected.

Hand deliveries will not be accepted after **4:30 p.m., HST, June 12, 2009.**

Deliveries by private mail services such as FEDEX or UPS shall be considered hand deliveries and will not be accepted if received after **4:30 p.m., HST, June 12, 2009.**

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Section 1 - Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

1.1 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.2 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by OHA.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

1.3 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Office of Hawaiian Affairs
Health, Human Services, and Housing Hale
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813
Telephone: (808) 594-0220
Fax: (808) 594-1865

1.4 Procurement Timetable

Activity	Scheduled Date
Public notice announcing RFP	May 13, 2009
Distribution of RFP	May 13 – June 12, 2009
RFP orientation session	May 20, 2009
Closing date for submission of written questions for written responses	May 27, 2009
OHA's response to applicants' written questions	May 28 – June 4, 2009
Proposal submittal deadline	June 12, 2009
Discussions with applicant after proposal submittal deadline	June 15, 2009
Proposal evaluation period	June 12-19, 2009
Provider selection	June 22, 2009
Notice of statement of findings and decision	June 24-26, 2009
Contract start date	July 1, 2009

1.5 Website References

Office of Hawaiian Affairs (OHA) website: <http://www.oha.org/>
Hawai'i State Procurement Office (SPO) website: <http://www.spo.hawaii.gov/>
Department of Taxation website: <http://hawaii.gov/tax/>
State of Hawai'i Legislature website: <http://www.capitol.hawaii.gov/>
State of Hawai'i Department of Commerce and Consumer Affairs website: <http://hawaii.gov/dcca>
State of Hawai'i Campaign Spending Commission website: <http://hawaii.gov/campaign/>

1.6 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: May 20, 2009 **Time:** 11:00 a.m. – 1:00 p.m.
Location: Office of Hawaiian Affairs
 711 Kapi‘olani Boulevard, Suite 500
 Honolulu, Hawai‘i 96813

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at OHA's discretion. However, answers provided at the orientation are only intended as general direction and may not represent OHA's position. Official responses will be provided in writing. To ensure a written response, all questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in section 1.7 below (Submission of Questions).

1.7 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in section 2.2.6 below. OHA will provide a written response to all written questions timely submitted.

Written questions must be received by OHA no later than:

Date: May 27, 2009 **Time:** 4:30 p.m., HST

OHA responses to applicant written questions will be provided on or about:

Date: May 28 – June 4, 2009

1.8 Submission of Proposals

1.8.1 Forms/Formats

Forms, with the exception of program specific requirements, may be found on the State Procurement Office website at: <http://www.spo.hawaii.gov/>, click “Health and Human Services, Chapter 103F, HRS Procurements” and “Forms and Instructions for Private Providers/Applicants.” For the location of program specific forms, refer to section 1.5 Website References on page 2.

- (1) **Proposal Application Identification (Form SPO-H-200).** Identifies the proposal.
- (2) **Proposal Application Checklist.** Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components

should be assembled and submitted to OHA. See, section 1.5 Website References on page 2.

- (3) **Table of Contents.** A sample format for the table of contents for a completed proposal is attached for your information and reference (see, section 1.5 Website References on page 2). The attached sample is intended to serve as a guide for formatting purposes only. The table of contents for your proposal will vary depending on the requirements of the RFP.
- (4) **Proposal Application (Form SPO-H-200A).** A completed proposal must include comprehensive narratives that address all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to section Section 3 -Proposal Application Instructions on page 27.)
- (5) **Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawai‘i, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required at the time of proposal submittal.

Tax clearance application may be obtained from the Department of Taxation website. (See, section 1.5 Website References on page 2.)

1.8.2 Program Specific Requirements

Additional program specific requirements are included in Section 2 – Service Specifications and Section 3 – Proposal Application Instructions. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist (see Attachment A – Competitive Proposal Application Checklist on page 43).

1.8.3 Multiple or Alternate Proposals

Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

1.8.4 Wages and Labor Law Compliance

Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that the provider complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawai‘i State Legislature website. (See, section 1.5 Website References on page 2.)

1.8.5 Compliance with all Applicable State Business and Employment Laws

All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated

associations, and foreign insurance companies must be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is available on the DCCA website. (See, section 1.5 Website References on page 2.)

1.8.6 Campaign Contributions by State and County Contractors

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which provides that state and county government contractors are prohibited from making any campaign contributions or knowingly soliciting any contributions during the term of the contract, if the contractors are paid with funds appropriated by a legislative body. HRS § 11-205.5 may be accessed from the Hawai'i State Legislature website. Additional information and FAQs are available on the State Campaign Spending Commission webpage. (See, section 1.5 Website References on page 2.)

1.8.7 Confidential Information

If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

1.8.8 Proposal Submittal

The number of copies required for each proposal submitted is indicated on the attached Proposal Mail-In and Delivery Information Sheet. All mail-ins must be postmarked by the United States Postal Service (USPS) and received by OHA no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries must be received by OHA by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- Hand delivered after the designated date and time.

Deliveries by private mail services such as FEDEX, UPS, etc. shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks. Fax proposals, proposals submitted on diskette/CD, or proposals transmitted via email are **not** permitted.

1.9 Discussions with Applicants

1.9.1 Prior to Submittal Deadline

Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirement. Applicants are encouraged to submit written questions to OHA for an official written response.

1.9.2 After Proposal Submittal Deadline

Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with section 3-143-403 of the Hawai'i Administrative Rules (HAR).

OHA plans to interview applicants whose proposals are determined to be reasonably susceptible of being selected for award. All applicants who timely submit a completed proposal should be available to participate in this interview phase on Thursday, June 15, 2009 between 9:00 a.m. and 4:00 p.m., HST, at the main office of the Office of Hawaiian Affairs. OHA will contact individual applicants to schedule interview times.

1.10 Opening of Proposals

Upon receipt by OHA at the location designated in attached Proposal Mail-In and Delivery Information Sheet, proposals, modifications to proposals, and withdrawals of proposals will be date-stamped, and when possible, time-stamped. All documents so received will be held in a secure place by OHA and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.11 Additional Materials and Documentation

Upon OHA's request, each applicant shall submit any additional materials and documentation reasonably required by OHA in its evaluation of the proposals.

1.12 RFP Amendments

OHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

1.13 Final Revised Proposals

If and only if requested by OHA, applicants shall submit final revised proposals in the manner and by a date and time to be specified by OHA. In the event OHA requests a final revised proposal and one is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.14 Cancellation of Request for Proposals

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of OHA.

1.15 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the sole responsibility of each applicant.

1.16 Provider Participation in Planning

Provider participation in OHA's efforts to plan for or to purchase health and human services prior to OHA's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR sections 3-142-202 and 3-142-203.

1.17 Rejection of Proposals

OHA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith. (HAR § 3-141-201)
- (2) Inadequate accounting system. (HAR § 3-141-202)
- (3) Late proposals. (HAR § 3-143-603)
- (4) Inadequate response to request for proposals. (HAR § 3-143-609)
- (5) Proposal not responsive. (HAR § 3-143-610(a)(1))
- (6) Applicant not responsible. (HAR § 3-143-610(a)(2))

1.18 Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of OHA Legal Counsel as to form, and to all further approvals required by statute, regulation, rule, order or other directive.

The contract awardee may not undertake any work prior to the contract commencement date. OHA shall not be liable for any costs incurred by the contract awardee prior to the contract commencement date.

1.19 Protests

An applicant may protest the contract award. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See, section 1.5 Website References on page 2.) Only the following matters may be protested:

- (1) OHA's failure to follow procedures established by Chapter 103F of the Hawai'i Revised Statutes;
- (2) OHA's failure to follow any rule established by Chapter 103F of the Hawai'i Revised Statutes; and
- (3) OHA's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by OHA.

The Notice of Protest must be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Clyde W. Nāmu'o Administrator, Office of Hawaiian Affairs 711 Kapi'olani Boulevard, Suite 500 Honolulu, Hawai'i 96813	John P. Alamodin Director of Health, Human Services, and Housing 711 Kapi'olani Boulevard, Suite 500 Honolulu, Hawai'i 96813

1.20 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, are subject to applicable allotments, the availability of State funds, and the availability of OHA funds.

1.21 Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements
- (6) Incorporation of Hawaiian Values in Service Delivery

1.22 Contract Conditions

A sample contract is attached for your information and reference (see, Attachment C – Sample Contract on page 43). The sample contract includes provisions typically found in OHA's agreements with contractors. Similar language will likely be used in the contract awarded under the present RFP; however, OHA reserves the right to modify, expand, or tailor the terms of the contract as needed or deemed appropriate by OHA.

1.23 Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, OHA will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see section 1.5 Website References on page 2). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2 - Service Specifications

2.1 Introduction

2.1.1 Overview

Article XII of the Hawai'i State Constitution and Chapter 10 of the Hawai'i Revised Statutes mandates that OHA work to better the conditions of Native Hawaiians. OHA's Health, Human Services, and Housing (HSH) Hale works in partnership with community organizations and other local government agencies to improve the range, delivery and quality of health, human service, and housing programs for Native Hawaiian beneficiaries. HSH strives to enhance beneficiary access to resources, information, and services and awards project grants to support those agencies and organizations dedicated to serving Native Hawaiians.

The purpose of the Native Hawaiian Human Services Program is to provide social services to Native Hawaiian beneficiaries, including:

- Information and referral services relating to:
 - Education assistance;
 - Employment and income security;
 - Individual and family care;
 - Health needs;
 - Housing;
 - Legal services;
 - Genealogy research;
 - Business assistance;
 - General information;
- Case management and counseling;
- Establishment of individual development accounts;
- Financial literacy; and
- Financial assistance.

The purpose of this RFP is to procure a service provider to implement and operate the Native Hawaiian Human Services Program, as described herein.

2.1.2 Planning Activities Conducted in Preparation for this RFP

A Request for Information (RFI) relating to this RFP was posted on the State Procurement Notices Website from March 5, 2009 to March 13, 2009.

2.1.3 Scope of and Duration of Service

The applicant must have the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term.

2.1.3.1 Integrated statewide service delivery system

- For purposes of this RFP, an “integrated statewide service delivery system” requires the applicant to provide one office site on each of the islands of Kaua‘i, O‘ahu, Maui, Moloka‘i, Lana‘i, and two office sites on the island of Hawai‘i (one office site must be located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Ka‘u).
- The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.
- The applicant must ensure that each of the offices and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries.
- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant’s organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.

2.1.3.2 Demonstrable capacity required

The applicant’s proposed “integrated statewide service delivery system” need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and operate the Native Hawaiian Human Services Program via an

“integrated statewide service delivery system,” during the contract term. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

2.1.4 Description of the Goals of the Service

The primary goals of the Native Hawaiian Human Services Program are as follows:

- 2.1.4.1 To help Native Hawaiian beneficiaries attain income adequacy, self-sufficiency, and long-term economic security by providing a financial support system to include the following:
 - (a) Emergency financial assistance fund;
 - (b) Financial assistance for disabled beneficiaries;
 - (c) Native Hawaiian Individual Development Account program;
 - (d) Training, education, and resources regarding financial literacy, planning, and management through community outreach (i.e., an establishment of networks, partnerships, and working relationships with other agencies and community organizations); and
 - (e) Referral services for beneficiaries to obtain financial aid and related assistance from other community resources.
- 2.1.4.2 To serve as a health and human services resource for Native Hawaiian beneficiaries by providing information and referral services relating to education assistance, employment and income security, individual and family care, health needs, housing, legal services, genealogy research, business assistance, and other general information.
- 2.1.4.3 To deliver the above-described services in a manner that reflects sensitivity to and understanding of the Hawaiian culture, including Hawaiian self-identity, family dynamics, and other cultural considerations.

2.1.5 Description of the Target Population to be Served

The Native Hawaiian Human Services Program will focus outreach and services to Native Hawaiian beneficiaries who meet current federal income guidelines used in defining low-income individuals and families. In addition, beneficiaries who have household income above federal income guidelines used in defining low-income

individuals and families but who are in crisis may be eligible for emergency financial assistance.

2.1.6 Geographic Coverage of Service

2.1.6.1 Integrated statewide service delivery system

- For purposes of this RFP, an “integrated statewide service delivery system” requires the applicant to provide one office site on each of the islands of Kaua‘i, O‘ahu, Maui, Moloka‘i, Lana‘i, and two office sites on the island of Hawai‘i (one office site must be located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Ka‘u).
- The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.
- The applicant must ensure that each of the offices and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries.
- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant’s organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.

2.1.6.2 The applicant’s proposed “integrated statewide service delivery system” need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

2.1.7 Probable Funding Amounts, Source, and Period of Availability

The probable funding amount for the Native Hawaiian Human Services Program is \$762,040 with a period of availability from July 1, 2009 to June 30, 2010. The sources of funding include Hawai'i State general funds and matching OHA Trust funds, per OHA's Annual Budget for FY 2010 currently pending legislative approval. The contract award is subject to the availability of funds.

2.1.8 Possible Additional Funding

Subject to appropriation of funds as approved by the OHA Administrator, approximately \$67,960 of OHA trust funds *may* be awarded in addition to the \$762,040 described in section 2.1.7 above. Additional funds awarded, if any, shall be used exclusively for financial assistance purposes as described in section 2.3.1.4 below. Said funds shall be divided amongst and deposited into the emergency financial assistance fund, the financial assistance fund for disabled beneficiaries, and/or the Native Hawaiian Individual Development account (amounts to be determined by OHA) and shall be in addition to the minimum amount specified for each financial assistance fund. (See, section 2.3.1.4 (a), (b), and (c) below.)

2.2 General Requirements

2.2.1 Specific qualifications or requirements, including but not limited to licensure or accreditation

1. The applicant must be a business entity (non-profit or for-profit) currently registered to do business in the State of Hawai'i.
2. The applicant must submit, as an attachment to their completed proposal, a certificate of good standing from the State of Hawai'i Department of Commerce and Consumer Affairs, current within six months of issuance date.
3. The applicant must submit, as an attachment to their completed proposal, a certificate of compliance from the State of Hawai'i Department of Labor and Industrial Relations, current within six months of issuance date.
4. The applicant must submit, as an attachment to their completed proposal, a tax clearance certificate from the State of Hawai'i Department of Taxation and the Internal Revenue Service, current within six months of issuance date.
5. The applicant must have at least five years of experience in administering financial assistance programs that include but are not limited to servicing Native Hawaiians.

6. The applicant must have at least five years experience in operating and administering a statewide service delivery system on its own, with subcontractors, and/or with partnership organizations.
7. The applicant's proposed "integrated statewide service delivery system" need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate their capacity to implement and operate the Native Hawaiian Human Services Program via an "integrated statewide service delivery system," during the contract term. The contract awardee must affirm that the necessary facilities have been secured and are available and ready for use at the start of the contract period.

2.2.2 Secondary Purchaser Participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

No planned secondary purchasers.

2.2.3 Multiple or Alternate Proposals

(Refer to §3-143-605, HAR)

☐ Allowed ☒ Not Allowed

2.2.4 Single or Multiple Contracts to be Awarded

(Refer to §3-143-206, HAR)

☒ Single ☐ Multiple ☐ Single & Multiple

2.2.5 Single or Multi-Term Contracts to be Awarded

(Refer to §3-149-302, HAR)

☒ Single term (≤ 2 yrs) ☐ Multi-term (> 2 yrs.)

A single term contract will be awarded for one (1) year commencing on or about July 1, 2009 and terminating on or about June 30, 2010, subject to appropriation and availability of funds and the satisfactory performance of services by the provider.

Contract terms:

- Term of contract: One (1) year

- Maximum length of contract: One (1) year
- Number of possible extensions: None
- The contract term shall commence on the contract start date or the date of the Notice to Proceed, whichever is later.

2.2.6 RFP Contact Person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful service provider or providers. Written questions should be submitted to the RFP contact person and must be received on or before the day and time specified in section 1.4 above (Procurement Timetable).

Contact: John P. Alamodin
 Director of Health, Human Services, and Housing
 Office of Hawaiian Affairs
 711 Kapi‘olani Boulevard, Suite 500
 Honolulu, Hawai‘i 96813
 Telephone: (808) 594-0220
 Fax: (808) 594-1865
 E-mail: johna@oha.org

2.3 Scope of Work

2.3.1 Service Activities (Minimum and/or mandatory tasks and responsibilities)

- 2.3.1.1 Provide case management services for Native Hawaiian beneficiaries including, but not limited to, intake and evaluation, development of a case management plan, counseling services, referral services to other community resources (as appropriate), and follow-up services.
- 2.3.1.2 Conduct community outreach to underserved Native Hawaiian beneficiaries or those who are difficult to reach for various reasons (e.g., living in remote locations, physical disabilities that hamper mobility, and/or lack of transportation), as needed.
- 2.3.1.3 Serve as a health and human services resource for Native Hawaiian beneficiaries by providing information and referral services relating to education assistance, employment and income security, individual and family care, health needs, housing, legal services, genealogy research, business assistance, and other general information.
- 2.3.1.4 Provide a financial support system to help Native Hawaiian beneficiaries attain income adequacy, self-sufficiency, and long-term

economic security. The contractor must establish, administer, and manage financial assistance funds on behalf of Native Hawaiian beneficiaries as follows:

(a) Emergency financial assistance fund.

At a minimum, \$180,000 of the project funds awarded under this RFP must be used exclusively as an emergency financial assistance fund for Native Hawaiian beneficiaries in crisis and who face exigent circumstances that threaten their ability to maintain the basic needs of their household. Exigent circumstances may be due to layoff from employment, debilitating illness, homelessness, or other unanticipated causes and eligible recipients may receive financial assistance for rent, utility services, funeral costs, and the like. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.

(b) Financial assistance for disabled beneficiaries.

At a minimum, \$60,000 of the project funds awarded under this RFP must be used exclusively as a financial assistance fund for Native Hawaiian beneficiaries with a certified disability. Beneficiaries who are unable to engage in substantial gainful activity due to a medically determinable physical or mental impairment are eligible to receive on-going financial assistance, during the RFP contract term, to pay for medication, medical supplies and equipment, personal care products, clothing, and other personal or household items. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.

(c) Native Hawaiian Individual Development Account program.

At a minimum, \$100,000 of the project funds awarded under this RFP must be used exclusively as an Individual Development Account (“IDA”) for Native Hawaiian beneficiaries. The IDA program will promote savings and asset accumulation to help Native Hawaiian beneficiaries build wealth. Through the IDA program, eligible beneficiaries develop individual savings and wealth building plans and may use their accrued savings for

educational, business, or home ownership purposes. At the conclusion of the contract, any unexpended funds must be returned to OHA.

- 2.3.1.5 Provide training, education, and resources regarding financial literacy, planning, and management for Native Hawaiian beneficiaries.
- 2.3.1.6 Provide education to Native Hawaiian beneficiaries, as potential individual development account holders, to learn about the opportunity for household financial and economic stabilization through this project.
- 2.3.1.7 Serve as an intermediary between individual development account holders and financial institutions holding accounts.
- 2.3.1.8 Establish working relationships with other agencies and resources in the community to improve the range, delivery and quality of service for Native Hawaiian beneficiaries.
- 2.3.1.9 Participate in community service activities including but not limited to attending community meetings, establishing partnerships and/or working relationships with other groups and organizations, and providing technical assistance to community groups and organizations.
- 2.3.1.10 To deliver the above-described services in a manner that reflects sensitivity to and understanding of the Hawaiian culture, including Hawaiian self-identity, family dynamics, and other cultural considerations.
- 2.3.1.11 Provide resource information to community groups and organizations.

2.3.2 Management Requirements (Minimum and/or mandatory requirements)

- 2.3.2.1 Personnel
 - 2.3.2.1.1 The applicant will be required to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term.
 - 2.3.2.1.2 The applicant’s proposed “integrated statewide service delivery system” need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and operate the Native Hawaiian Human Services Program via

an “integrated statewide service delivery system,” during the contract term. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

2.3.2.1.3 For purposes of this RFP, an “integrated statewide service delivery system” requires the applicant to provide one office site on each of the islands of Kaua‘i, O‘ahu, Maui, Moloka‘i, Lana‘i, and two office sites on the island of Hawai‘i (one office site must be located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Kau).

2.3.2.1.4 The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.

2.3.2.1.5 The applicant must ensure that each of the offices and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries.

2.3.2.2 Administrative

2.3.2.2.1 Acceptable methods of organization of the integrated statewide service delivery system are as follows:

- i. The office sites and staff on each of the islands are provided by the applicant’s organization; or
- ii. The office sites and staff on each of the islands are provided by a subcontractor; or
- iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.

2.3.2.2.2 Staff must be trained in providing health and human services.

2.3.2.2.3 Staff must have knowledge, training, and at least five years experience with providing services to Native Hawaiian beneficiaries.

2.3.2.3 Quality assurance and evaluation specifications

2.3.2.3.1 The applicant must propose and describe how the applicant will provide quality assurances to OHA, including methodology and proposed reporting practices, etc.

2.3.2.3.2 The applicant must maintain all relevant records, documents, and materials as deemed necessary by OHA to monitor and evaluate program activities and services.

2.3.2.3.3 The applicant must participate in all monitoring and evaluation activities, including coordinating site visits with OHA representatives.

2.3.2.4 Output and performance / outcome measurements

The applicant must measure the benefits and effectiveness of program activities and services in the following categories:

2.3.2.4.1 The number of Native Hawaiian beneficiaries engaged in the intake and assessment process.

2.3.2.4.2 The number of Native Hawaiian beneficiaries that attain financial and household stabilization following an emergent, unanticipated circumstance through the distribution of emergency financial funds.

2.3.2.4.3 The number of Native Hawaiian beneficiaries counseled and supported regarding budgeting and the impact on household finances.

2.3.2.4.4 The number of Native Hawaiian beneficiaries that request and engage in additional financial literacy and budget management education in an effort to become financially independent and improve the quality of their lives.

2.3.2.4.5 The number of Native Hawaiian beneficiaries that receive information and referral support.

- 2.3.2.4.6 The number of Native Hawaiian beneficiaries that were provided services as the result of community outreach activities.
- 2.3.2.4.7 The number of Native Hawaiian beneficiaries that received follow-up services.
- 2.3.2.5 Experience
 - 2.3.2.5.1 The applicant must have at least five years of experience in administering financial assistance programs that include but are not limited to servicing Native Hawaiians.
 - 2.3.2.5.2 The applicant must have at least five years experience in operating and administering a statewide service delivery system on its own, with subcontractors, and/or with partnership organizations.
- 2.3.2.6 Coordination of services
 - 2.3.2.6.1 If, following intake and assessment, case management plans identify that the beneficiary's service needs require the assistance of multiple agencies, then the contractor must provide further case management to assist the beneficiary (i.e., help the beneficiary contact other agencies and access services, follow-up with other agencies to ensure beneficiary received assistance and/or services, and coordinate services with other agencies, where possible).
- 2.3.2.7 Reporting requirements for program and fiscal data
 - 2.3.2.7.1 The contractor must work with the OHA designated representative who will act as the principal liaison to assist in resolving policy questions, expedite decision-making, and review the work performance.
 - 2.3.2.7.2 The contractor must maintain close and frequent communication with OHA at all stages of the work performed under the program contract.
 - 2.3.2.7.3 The contractor must submit to OHA quarterly progress and financial reports describing the status of program activities, approximate percentage of work completed to date, and other information required by OHA for monitoring and

evaluation purposes. Quarterly reports must be submitted in the appropriate formats as approved by OHA and within the deadlines specified by OHA.

2.3.2.7.4 Within thirty (30) days of termination of the program contract, the contractor must submit final performance and financial expenditure reports, together with a report regarding unexpended funds previously advanced by OHA.

2.3.2.8 Pricing structure or pricing methodology to be used

2.3.2.8.1 The contractor shall be paid for the cost to deliver and to administer the scope of services identified in the program contract.

2.3.2.8.2 With their proposals, applicants must furnish a cost to deliver and to administer the services activities as outlined in Section 2.3 (Scope of Work) for which there is sufficient operating capacity including budgeted staff, equipment, supplies, and space.

2.3.2.8.3 At a minimum, \$180,000 of the project funds awarded under this RFP must be used exclusively as an emergency financial assistance fund for Native Hawaiian beneficiaries in crisis and who face exigent circumstances that threaten their ability to maintain the basic needs of their household. Exigent circumstances may be due to layoff from employment, debilitating illness, homelessness, or other unanticipated causes and eligible recipients may receive financial assistance for rent, utility services, funeral costs, and the like. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.

2.3.2.8.4 At a minimum, \$60,000 of the project funds awarded under this RFP must be used exclusively as a financial assistance fund for Native Hawaiian beneficiaries with a certified disability. Beneficiaries who are unable to engage in substantial gainful activity due to a medically determinable physical or mental impairment are eligible to receive on-going financial assistance, during the RFP contract term, to

pay for medication, medical supplies and equipment, personal care products, clothing, and other personal or household items. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.

- 2.3.2.8.5 At a minimum, \$100,000 of the project funds awarded under this RFP must be used exclusively as an Individual Development Account (“IDA”) for Native Hawaiian beneficiaries. The IDA program will promote savings and asset accumulation to help Native Hawaiian beneficiaries build wealth. Through the IDA program, eligible beneficiaries develop individual savings and wealth building plans and may use their accrued savings for educational, business, or home ownership purposes. At the conclusion of the contract, any unexpended funds must be returned to OHA.

- 2.3.2.9 Units of service and unit rate.

Not applicable.

- 2.3.2.10 Method of compensation and payment

- 2.3.2.10.1 The contractor will be given an initial payment (amount is negotiable) upon the execution of the program contract. Thereafter, OHA will distribute quarterly payments to the contractor upon receipt of an invoice and quarterly progress and financial reports satisfactory to OHA. The amounts of the quarterly payments are negotiable.

2.3.3 Facilities

The applicant must have the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term.

- 2.3.3.1 Integrated statewide service delivery system

- For purposes of this RFP, an “integrated statewide service delivery system” requires the applicant to provide one office site on each of the islands of Kaua‘i, O‘ahu, Maui, Moloka‘i, Lana‘i, and two

office sites on the island of Hawai‘i (one office site must be located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Ka‘u).

- The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.
- The applicant must ensure that each of the offices and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries.
- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant’s organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.

2.3.3.2 The applicant’s proposed “integrated statewide service delivery system” need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

Section 3

Proposal Application Instructions

Section 3 - Proposal Application Instructions

3.1 General instructions for completing applications

- *Proposal applications must be submitted to OHA using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the proposal application should be consecutive, beginning with page one and continuing through each section. See, Attachment B – Sample Proposal Table of Contents on page 43.*
- *Proposals may be submitted in a three ring binder (optional).*
- *Proposal sections should be tabbed (recommended).*
- *The proposal application must include a Table of Contents. A sample format is provided. See, Attachment B – Sample Proposal Table of Contents on page 43.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact an applicant's score.*
- *Applicants are **strongly** encouraged to review the evaluation criteria as set forth in Section 4 - Proposal Evaluation when completing the proposal.*
- *Applicants may use form SPO-H-200A available on the SPO website (see Website References on page 2) as a template for the application proposal. Please note that this is a generic form and may not constitute an exhaustive list of all the requirements of an RFP. Therefore, if using form SPO-H-200A, the applicant must be sure to include all required items of the RFP, as listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.2 Program Overview

Applicant must give a brief overview to orient evaluators as to the program/services being offered.

3.3 Experience and Capability

3.3.1 Necessary Skills

The applicant must describe and affirm that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services as described in Section 2.

3.3.2 Experience

The applicant must describe past projects and/or contracts performed to demonstrate that the applicant has the requisite experience. The applicant must include points of contact, addresses, and e-mail/phone numbers for all project references. OHA reserves the right to contact references to verify experience.

3.3.2.1 Applicant must submit 3 references with whom applicant has partnered or collaborated within the last 5 years. The references should be able to attest to the quality of service applicant provided and their level of satisfaction with applicant's services.

3.3.3 Quality Assurance and Evaluation

The applicant must describe and affirm the quality assurance and evaluation plans for the proposed services, including methodology. The applicant must include detailed descriptions of the reports it will submit to OHA.

3.3.4 Coordination of Services

The applicant describe and affirm the capability to coordinate services within applicant's integrated statewide service delivery system (see section 3.3.5 below).

The applicant must also describe and affirm the capability to coordinate services with other agencies and resources in the community; in support thereof, OHA recommends that the applicant attach letters of support from other agencies and resources with which applicant has partnered or coordinated services.

3.3.5 Facilities

The applicant must have the capacity to implement and operate the Native Hawaiian Human Services Program via an "integrated statewide service delivery system," during the contract term.

3.3.5.1 Integrated statewide service delivery system

- For purposes of this RFP, an "integrated statewide service delivery system" requires the applicant to provide one office site on each of the islands of Kaua'i, O'ahu, Maui, Moloka'i, Lana'i, and two office sites on the island of Hawai'i (one office site must be

located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Kau).

- The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.
- The applicant must ensure that each of the offices and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries.
- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant's organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.

3.3.5.2 The applicant's proposed "integrated statewide service delivery system" need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and operate the Native Hawaiian Human Services Program via an "integrated statewide service delivery system," during the contract term.

3.3.5.3 The applicant must provide a description of its facilities, or that of its proposed subcontractor(s) or partner organization(s) to be used under the terms of the contract. The description should include the location of each facility and describe how/why each facility is adequate for purposes of rendering the required services. The applicant must describe whether all facilities meet applicable ADA requirements and any special equipment that may be required.

3.3.5.4 If not all the necessary facilities have been secured, the applicant must describe the current status of securing all the necessary facilities and provide their plan to do so before the contract start date. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

3.4 Project Organization and Staffing

3.4.1 Staffing

3.4.1.1 Proposed Staffing

The applicant must describe and affirm the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the effective service delivery as required for the project. (Refer to the personnel requirements in the Service Specifications, as applicable.)

3.4.1.2 Staff Qualifications

The applicant must provide the qualifications and experience of all program staff. (Refer to the qualifications in the Service Specifications, as applicable).

3.4.2 Project Organization

3.4.2.1 Supervision and Training

The applicant must describe and affirm its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

3.4.2.2 Organization Chart

The applicant must provide an organization chart that reflects the position of each staff and line of responsibility/supervision (include position title, name and full time equivalency). The organization chart should identify the positions involved in implementing the requirements under this RFP. The applicant must attach the organization chart to the completed proposal application.

3.5 Service Delivery

3.5.1 Requirements

The applicant must include a detailed discussion of the applicant's approach to applicable service activities and management requirements discussed in section 2.3 Scope of Work on page 17, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules. In the detailed discussion, the applicant should highlight the following services:

- 3.5.1.1 At a minimum, \$180,000 of the project funds awarded under this RFP must be used exclusively as an emergency financial assistance fund for Native Hawaiian beneficiaries in crisis and who face exigent circumstances that threaten their ability to maintain the basic needs of their household. Exigent circumstances may be due to layoff from employment, debilitating illness, homelessness, or other unanticipated causes and eligible recipients may receive financial assistance for rent, utility services, funeral costs, and the like. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.
- 3.5.1.2 At a minimum, \$60,000 of the project funds awarded under this RFP must be used exclusively as a financial assistance fund for Native Hawaiian beneficiaries with a certified disability. Beneficiaries who are unable to engage in substantial gainful activity due to a medically determinable physical or mental impairment are eligible to receive on-going financial assistance, during the RFP contract term, to pay for medication, medical supplies and equipment, personal care products, clothing, and other personal or household items. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.
- 3.5.1.3 At a minimum, \$100,000 of the project funds awarded under this RFP must be used exclusively as an Individual Development Account (“IDA”) for Native Hawaiian beneficiaries. The IDA program will promote savings and asset accumulation to help Native Hawaiian beneficiaries build wealth. Through the IDA program, eligible beneficiaries develop individual savings and wealth building plans and may use their accrued savings for educational, business, or home ownership purposes. At the conclusion of the contract, any unexpended funds must be returned to OHA.
- 3.5.1.4 Provide information on and referral to resources that meet client needs in the areas of community/organizational services, income security, financial management education, and other general information.
- 3.5.1.5 Provide financial literacy information, budget analysis, debt management, and credit counseling as appropriate.

- 3.5.1.6 As needed, provide community outreach to underserved Native Hawaiian beneficiaries or those who are difficult to reach for various reasons, including living in remote locations, physical disabilities that hamper mobility, and lack of transportation.
- 3.5.1.7 Engage in community service activities including but not limited to attending community meetings, establishing partnerships and/or working relationships with other groups and organizations, and providing technical assistance to community groups and organizations.
- 3.5.1.8 Administration and management of a community resource and access assistance program that provides Native Hawaiian beneficiaries information and referral services, case management, and counseling.
- 3.5.1.9 Provide information on and referral to resources that meet beneficiary needs for services in the areas of employment and income security, individual/family services and support, health care, housing, and other general information.

Examples of information and referral resources include but are not limited to:

- 3.5.1.9.1 Employment and income security
 - Job training programs
 - Financial assistance programs
- 3.5.1.9.2 Individual/family services and support
 - Therapy and counseling
- 3.5.1.9.3 Health care
 - Health insurance and community health clinics
- 3.5.1.9.4 Housing
 - Rental assistance programs
- 3.5.1.9.5 General information
 - Emergency and crisis services
- 3.5.1.10 Provide case management for individuals and families needing longer term assistance. This service shall include intake and evaluation,

development of a case management plan, and counseling that includes referral and assistance to access community resources.

- 3.5.1.11 Provide resource information to community groups and organizations.
- 3.5.1.12 Serve as an intermediary between individual development account holders and financial institutions holding accounts.
- 3.5.1.13 Provide education to Native Hawaiian beneficiaries, as potential individual development account holders, to learn about the opportunity for household financial and economic stabilization through this project.
- 3.5.1.14 Assess, intake, and enroll eligible Native Hawaiian beneficiaries as individual development account holders.

3.6 Financial

3.6.1 Pricing Structure

The probable funding amount for the Native Hawaiian Human Services Program is \$762,040 with a period of availability from July 1, 2009 to June 30, 2010. Subject to appropriation of funds as approved by the OHA Administrator, approximately \$67,960 of OHA trust funds *may* be awarded in addition to the \$762,040 described in section 2.1.7 above. (*See*, section 2.1.8 above.)

As discussed in section 2, above, the contractor must agree to use a portion of said project funds as follows:

- 3.6.1.1 At a minimum, \$180,000 of the project funds awarded under this RFP must be used exclusively as an emergency financial assistance fund for Native Hawaiian beneficiaries in crisis and who face exigent circumstances that threaten their ability to maintain the basic needs of their household. Exigent circumstances may be due to layoff from employment, debilitating illness, homelessness, or other unanticipated causes and eligible recipients may receive financial assistance for rent, utility services, funeral costs, and the like. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.
- 3.6.1.2 At a minimum, \$60,000 of the project funds awarded under this RFP must be used exclusively as a financial assistance fund for Native Hawaiian beneficiaries with a certified disability. Beneficiaries who are

unable to engage in substantial gainful activity due to a medically determinable physical or mental impairment are eligible to receive on-going financial assistance, during the RFP contract term, to pay for medication, medical supplies and equipment, personal care products, clothing, and other personal or household items. The contractor will conduct appropriate assessments and provide financial assistance to eligible beneficiaries in accordance with guidelines as approved by OHA. At the conclusion of the contract, any unexpended funds must be returned to OHA.

- 3.6.1.3 At a minimum, \$100,000 of the project funds awarded under this RFP must be used exclusively as an Individual Development Account (“IDA”) for Native Hawaiian beneficiaries. The IDA program will promote savings and asset accumulation to help Native Hawaiian beneficiaries build wealth. Through the IDA program, eligible beneficiaries develop individual savings and wealth building plans and may use their accrued savings for educational, business, or home ownership purposes. At the conclusion of the contract, any unexpended funds must be returned to OHA.

The applicant must submit a cost proposal to include all requirements under this RFP. The cost proposal must be in an organized line item budget format (or other pricing structure designated by OHA) with sufficient narrative to justify each of the costs proposed. The cost proposal must be attached to the Proposal Application.

3.6.2 Other Financial Related Materials

3.6.2.1 Accounting System

In order to determine the adequacy of the applicant’s accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

- 3.6.2.1.1 Most recent independent financial audit.

3.7 Other

3.7.1 Litigation

The applicant must disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Section 4

Proposal Evaluation

Section 4 - Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The Administrator of OHA or an evaluation committee of designated reviewers selected by the Administrator shall review and evaluate the proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and/or financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Administrative Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

4.3 Rejection of Proposals

OHA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith. (HAR § 3-141-201)
- (2) Inadequate accounting system. (HAR § 3-141-202)
- (3) Late proposals. (HAR § 3-143-603)
- (4) Inadequate response to request for proposals. (HAR § 3-143-609)
- (5) Proposal not responsive. (HAR § 3-143-610(a)(1))
- (6) Applicant not responsible. (HAR § 3-143-610(a)(2))

4.3.1 Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

0 Points

Proposal Application

100 Points

Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points

TOTAL POSSIBLE POINTS

100 Points

4.4 Evaluation Criteria

4.4.1 Phase 1 – Evaluation of Proposal Requirements

4.4.1.1 Administrative Requirements (Pre-requisites; 0 Points)

- Proposal Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Certification of Good Standing from the State Department of Commerce and Consumer Affairs
- Certification of Good Standing from the State Department of Labor and Industrial Relations
- Tax Clearance by the State Department of Taxation and the Internal Revenue Service

4.4.1.2 Proposal Application Requirements (0 Points)

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

4.4.2 Phase 2 – Evaluation of Proposal Application (100 Points)

4.4.2.1 Program Overview (0 Points)

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.

4.4.2.2 Experience and Capability (20 Points)

OHA will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

4.4.2.2.1 Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.
- The applicant must have the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term.
- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant's organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.
- The applicant's proposed “integrated statewide service delivery system” need not be operational at the time the proposal is submitted. However, the applicant must satisfactorily demonstrate the capacity to implement and

operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term. Upon contract award, the awardee must affirm that the necessary facilities have been secured and will be available and ready for use by the start of the contract period.

4.4.2.2.2 Experience

- The applicant must have at least five years of experience in administering financial assistance programs that include but are not limited to servicing Native Hawaiians.
- The applicant must have at least five years experience in operating and administering a statewide service delivery system on its own, with subcontractors, and/or with partnership organizations.

4.4.2.2.3 Quality Assurance and Evaluation

- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Proper record keeping system.

4.4.2.2.4 Coordination of Services

- Demonstrated capability to coordinate services within the applicant’s proposed integrated statewide service delivery system.
- Demonstrated capability to coordinate services with other agencies and resources in the community.
- Letters of support from agencies

4.4.2.2.5 Facilities

- The applicant must have the capacity to implement and operate the Native Hawaiian Human Services Program via an “integrated statewide service delivery system,” during the contract term.
- For purposes of this RFP, an “integrated statewide service delivery system” requires the applicant to provide one office site on each of the islands of Kaua‘i, O‘ahu, Maui,

Moloka'i, Lana'i, and two office sites on the island of Hawai'i (one office site must be located within and serve the administrative districts of Puna, Hilo, and Hamakua; and, one office site must be located within and serve the administrative districts of Kohala, Kona, and Ka'u).

- Acceptable methods of organization of the integrated statewide service delivery system are as follows:
 - i. The office sites and staff on each of the islands are provided by the applicant's organization; or
 - ii. The office sites and staff on each of the islands are provided by a subcontractor; or
 - iii. The office sites and staff on each of the islands are provided by another human services organization(s) through a partnership arrangement with the applicant.
- Description of usage with the organization's own facilities, subcontractors, or partnering organizations

4.4.2.3 Project Organization and Staffing (15 Points)

OHA will evaluate the applicant's overall staffing approach to the service that shall include:

4.4.2.3.1 Staffing

- The applicant must have trained staff available at each office site to service Native Hawaiian beneficiaries.
- The applicant must ensure that each office and all of the staff within the integrated statewide service delivery system communicate and cooperate to deliver comprehensive services to Native Hawaiian beneficiaries
- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services for Native Hawaiian beneficiaries.
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program.
- Job Descriptions and/or Resumes of Staff

4.4.2.3.2 Project Organization

- Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.
- Statewide service delivery system.

4.4.2.4 Service Delivery (35 Points)

- Intake and Evaluation Procedures.
- Information and Referral System.
- Case Management System.
- Financial Literacy Program.
- Individual Development Account Program.
- Criteria for Distribution of Emergency Funds.
- Community Outreach Program.
- Community Services Plan.
- Services Integration Plan.
- Incorporation of Hawaiian Values in Service Delivery.

4.4.2.5 Program Costs (20 Points)

- Personnel
- Administrative
- Travel
- Contractual Services – Subcontracts
- Equipment
- Marketing
- Publication & Printing
- Supplies
- Transportation - Mileage
- Telecommunications

4.4.2.6 Financial (10 Points)

- Applicant's proposal budget is reasonable, given program resources and operational capacity.
- Adequacy of accounting system.

4.4.3 Phase 3 – Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5 - Attachments

5.1 Attachment A – Competitive Proposal Application Checklist

5.2 Attachment B – Sample Proposal Table of Contents

5.3 Attachment C – Sample Contract

Proposal Application Checklist

Applicant: _____

RFP No.: OHA 09-310-01-SW

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See section 1.5 Website References.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	X	
Cost Proposal (Budget)			X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Certificate of Good Standing		DCCA, DLIR	X	
Letters of Support from Agencies			X	
Independent Financial Audit			X	

Authorized Signature

Date

Sample Proposal Table of Contents

I.	Program Overview	1
II.	Experience and Capability	1
A.	Necessary Skills	2
B.	Experience.....	4
C.	Quality Assurance and Evaluation.....	5
D.	Coordination of Services.....	6
E.	Facilities	6
III.	Project Organization and Staffing	7
A.	Staffing.....	7
1.	Proposed Staffing.....	7
2.	Staff Qualifications	9
B.	Project Organization	10
1.	Supervision and Training	10
2.	Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
IV.	Service Delivery.....	12
V.	Financial.....	20
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VI.	Litigation.....	20
VII.	Attachments	
A.	Cost Proposal SPO-H-205 Proposal Budget SPO-H-206A Budget Justification - Personnel: Salaries & Wages SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits SPO-H-206C Budget Justification - Travel: Interisland SPO-H-206E Budget Justification - Contractual Services – Administrative	
B.	Other Financial Related Materials Financial Audit for Most Recently Completed Fiscal Year	
C.	Organization Chart	
D.	Performance and Output Measurement Tables Table A Table B Table C	
E.	Program Specific Requirements	

OFFICE OF HAWAIIAN AFFAIRS

CONTRACT NO. _____

BETWEEN

OFFICE OF HAWAIIAN AFFAIRS

AND

AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____ by and between the OFFICE OF HAWAIIAN AFFAIRS, a body corporate existing under the Constitution and laws of the State of Hawai'i, by its Administrator, Clyde W. Nāmu'o, and its Deputy Administrator, Ronald B. Mun, acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 711 Kapi'olani Boulevard, Suite 500, Honolulu, Hawai'i 96813, hereinafter referred to as "OHA," and _____ by its _____, whose principal place of business and mailing address is _____ 96813 (Federal I.D. No. _____), hereinafter referred to as "CONTRACTOR."

In this AGREEMENT, the party who is contracting to receive services is "OHA" and the party who will be providing the services is the "CONTRACTOR."

WITNESSETH:

WHEREAS, one of the purposes for which OHA has been established is to better the conditions of Hawaiians as defined in Section 10-2, Hawai'i Revised Statutes (HRS); and

WHEREAS, OHA was established to better the conditions of native Hawaiians and Hawaiians as defined in HRS sections 10-2, 10-4(4), 10-4(6) and 10-4(8), and other applicable law(s), as amended; and

WHEREAS, the expenditure of funds as proposed in this Agreement are intended for the betterment of conditions of native Hawaiians and Hawaiians as set forth in section 10-3(1) and (2), HRS, and is consistent with the purpose for which these funds were appropriated; and

WHEREAS, _____; and

WHEREAS, OHA desires to retain a _____ who can efficiently and effectively assist OHA with _____; and

WHEREAS, the CONTRACTOR possesses the required expertise, experience, and qualifications to render the services required under this Agreement; and

WHEREAS, the CONTRACTOR is willing and able to provide the services required herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION ONE- SCOPE OF SERVICES

The CONTRACTOR agrees to satisfactorily provide the services hereinafter set forth which include, but may not be necessarily limited to:

SECTION TWO -TIME AND MANNER OF PERFORMANCE

The CONTRACTOR shall provide the services required under this Agreement from _____ through and including _____, unless this Agreement is sooner terminated as hereinafter provided for in this Agreement. The manner in which the services are to be performed and the specific hours to be worked by the CONTRACTOR shall be determined by the CONTRACTOR, limited, however, to the maximum amount payable as specified in this Agreement.

SECTION THREE - COMPENSATION AND METHOD OF PAYMENT

OHA agrees to compensate CONTRACTOR, subject to the availability of funds, a maximum amount not to exceed, _____ AND NO/100 DOLLARS (\$ _____) inclusive of all actual reasonable ordinary necessary costs and expenses, including general excise tax currently at the rate of 4.712%, for services satisfactorily rendered under this Agreement. All costs and expenses shall be actual reasonable ordinary necessary costs and/or expenses incurred in conjunction with the services rendered under SECTION ONE - SCOPE OF SERVICES herein and shall be approved by the Coordinator. The Coordinator's written approval shall also be required prior to CONTRACTOR's incurring any exceptional costs and/or expenses.

Should inter-island or out-of state travel be required, the CONTRACTOR shall obtain advance written approval from the Coordinator for such travel. Travel shall be by the most economical means consistent with time available and the urgency of the trip. Travel accommodations (airfare, subsistence and lodging) shall be reasonable and comparable to the current per diem rates afforded State employees for similar type travel and shall be uniform and equitable for all travelers in all cases. Other necessary reasonable expenses which meet certain stipulated conditions and that are supported by receipts issued in the normal course of business may be allowed, subject to the approval of the Coordinator.

Fees shall be payable upon presentment of monthly invoices specifying to the satisfaction of OHA's Coordinator, who is identified in Section Four of this Agreement, that the services rendered have been satisfactorily performed in conformance with this Agreement. The invoices shall include a detailed breakdown of CONTRACTOR's time charges attributable to the particular billing period and shall be accompanied by a verbal and/or written activity report as required by OHA identifying the type of work activities, tasks, and/or work product completed. Receipts evidencing actual costs and expenditures shall accompany monthly invoices whenever possible. Expenditure details and related receipts for any travel shall be for actual travel expenses incurred and shall also accompany monthly invoices presented for payment.

All payments shall be made in accordance with and subject to Chapter 40, HRS, which specifies the accounting procedures and controls applicable to payments out of the Treasury of the State of Hawai'i. Final payment in final settlement of this Agreement shall be subject to §103-53, HRS, which requires a tax clearance from the Director of Taxation, State of Hawai'i, stating that all delinquent taxes, if any levied or accrued under state statutes against the CONTRACTOR has been paid.

Upon termination of this Agreement, payments under this section shall cease, provided however, that CONTRACTOR shall be entitled to payments for work performed prior to the date of termination, provided hereinafter, and for which CONTRACTOR has not yet been paid.

SECTION FOUR - COORDINATION AND REPORTS

The work performed under this Agreement shall be coordinated with the _____, or Designee hereinafter referred to as "Coordinator", who will act as the contract monitor and principal liaison between the CONTRACTOR and OHA and who will assist in resolving policy questions, expediting decisions and the review of the work performed.

It shall be the responsibility of the CONTRACTOR to maintain close and frequent communication with the Coordinator at all stages of the work required under this Agreement. The CONTRACTOR shall inform the Coordinator of all scheduled contacts made by CONTRACTOR with public agencies or individuals on matters relating to work performed under this Agreement.

The CONTRACTOR shall submit to the Coordinator upon request written progress reports on the performance of services, expenditure reports, and/or any other information required by Coordinator. The

CONTRACTOR shall submit these reports in the appropriate formats and within the deadlines specified by the Coordinator.

The CONTRACTOR may be requested to discuss any work or reports with OHA's Board of Trustees or Administrator.

SECTION FIVE - RECORDS MAINTENANCE, RETENTION, AND ACCESS

The CONTRACTOR shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the CONTRACTOR's performance of services under this Agreement. OHA, the comptroller of the State of Hawai'i, and any of its authorized representatives, the committees (and their staff) of the Legislature of the State of Hawai'i, and the Legislative Auditor of the State of Hawai'i shall have the right of access to any book, document, paper, file or other record of the CONTRACTOR (and of any of its subcontractors) that is related to the performance of services under this Agreement in order to conduct an audit or other examination or to make excerpts and transcripts for the purposes of monitoring and evaluating the CONTRACTOR's performance of services and the CONTRACTOR's program, management and fiscal practices to assure the proper and effective expenditure of funds under this Agreement.

The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The CONTRACTOR shall retain all records related to the CONTRACTOR's performance of services under this Agreement at least THREE (3) years after the date of submission of the CONTRACTOR's final expenditure report, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the THREE (3) year period, the CONTRACTOR shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

SECTION SIX - RESPONSIBILITY FOR ACCURACY, COMPLETENESS AND ADEQUACY

The CONTRACTOR shall be responsible and accountable for accuracy, completeness, clarity, and adequacy of the work performed, including work performed by agents and employees. The CONTRACTOR agrees to perform the work in a professional manner CONTRACTOR with a professional attitude that shall involve a personal desire to place the Project's interest above other considerations and to accept the professional responsibility for the services to be rendered.

SECTION SEVEN - INDEPENDENT CONTRACTOR

In the performance of the services required under this Agreement, CONTRACTOR shall be an "independent contractor" with the authority to control and direct the performance and details of the work and services required under this Agreement; however, OHA shall have a general right to inspect the work in progress to determine whether, in OHA's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. The CONTRACTOR shall insure that all person(s) hired or used by the CONTRACTOR as agents and employees are qualified to engage in the activity and services in which they participate. The CONTRACTOR's agents and employees shall also be bound by the provisions of this AGREEMENT. At the request of the OHA, CONTRACTOR shall provide adequate evidence that such persons are CONTRACTOR's agents or employees.

The CONTRACTOR shall insure that all applicable licensing and operating requirements of the State, Federal and County governments and all applicable accreditation and other standards of quality generally accepted in the field of the CONTRACTOR's business are completed and satisfactorily met. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire

liability for any of its agents and employees, and to third parties for all loss, cost, damage, or injury caused, either directly or indirectly, by CONTRACTOR or CONTRACTOR's agents and employees in the course of their employment. Any work under this Agreement shall not be construed as employment with OHA and shall not entitle CONTRACTOR or CONTRACTOR's agents and employees to vacation, sick leave, retirement, or other benefits afforded OHA employees. The CONTRACTOR shall be responsible for obtaining and maintaining a general excise tax license and other required licenses related to the operations of CONTRACTOR's business and shall be responsible for the payment of applicable income, social security, any other federal, state or county taxes and fees, as appropriate.

SECTION EIGHT - SUBCONTRACTS AND ASSIGNMENTS

The CONTRACTOR may not subcontract, assign, or transfer any right, title, or interest in whole or in part any services to be performed under this Agreement without prior written consent and approval of OHA. OHA may condition any consent and approval upon such terms and provisions that OHA may deem necessary. Furthermore, no assignment of claims for money due or to become due to the CONTRACTOR under this Agreement shall be effective unless such assignment is first approved by OHA.

SECTION NINE - INDEMNIFICATION/INJURIES

The CONTRACTOR shall defend, indemnify and hold OHA, its Trustees, employees, or agents harmless, from and against any and all actions, claims, suits, damages and expenses, including attorney fees, costs and judgments arising, either directly or indirectly, out of or resulting from the errors, omissions or acts of CONTRACTOR or CONTRACTOR's officers, employees, agents, or subcontractors occurring during or in connection with the performance of CONTRACTOR's services under this Agreement.

The CONTRACTOR acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the CONTRACTOR (and CONTRACTOR's employees, if any). The CONTRACTOR waives any rights to recover from OHA for any injuries that CONTRACTOR or CONTRACTOR's employees or agents may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR or CONTRACTOR's employees or agents.

SECTION TEN - OTHER CONDITIONS OF USE OF FUNDS

The CONTRACTOR shall not use any funds involved in this Agreement for purposes of entertainment, or perquisites and shall comply with any and all conditions applicable to the funds to be paid under this Agreement, including those conditions made applicable by provisions of appropriation acts of the Legislature or by administrative rules adopted pursuant to law.

SECTION ELEVEN - CONFIDENTIALITY OF MATERIAL

Any information, data, report, record or material given to or prepared or assembled by CONTRACTOR under this Agreement shall be confidential and shall not be made available to any individual or organization by CONTRACTOR without prior written approval of OHA. A violation of this Section shall be a material violation of this Agreement.

If it appears that CONTRACTOR has disclosed (or has threatened to disclose) information in violation of this Agreement, OHA shall be entitled to an injunction to restrain CONTRACTOR from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. OHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of this Agreement shall remain in full force and effect after termination of this Agreement.

SECTION TWELVE - CONFLICT OF INTEREST & DISCLOSURE

The CONTRACTOR represents that CONTRACTOR presently has no interest and CONTRACTOR shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement.

The CONTRACTOR is required to disclose any outside activities or interests, including ownership or participation in any activity that conflict or may conflict with the best interests of OHA. Prompt disclosure is required under this Section if the activity or interest is related, directly or indirectly, to any activity that CONTRACTOR may be involved with on behalf of OHA.

SECTION THIRTEEN - RETURN OF RECORDS

Upon termination of this Agreement, as provided hereinafter, the CONTRACTOR shall deliver and surrender to OHA on or before the expiration date or date of sooner termination (a) all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, records, notes, data, memorandum, or other materials prepared by the CONTRACTOR; (b) all discoveries, inventions or developments produced in whole or in part under this AGREEMENT; and (c) all equipment and unused supplies and materials leased or purchased with funds paid to CONTRACTOR under this AGREEMENT which shall become OHA property. Further, the CONTRACTOR shall surrender, return and deliver to OHA all information, data, reports, records, maps, and other materials or property to OHA provided to the CONTRACTOR by OHA on or before the expiration date or date of sooner termination. The CONTRACTOR shall not be required, however, to deliver or surrender any licenses to proprietary software used in CONTRACTOR's normal course of business.

SECTION FOURTEEN – NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

OHA:
OFFICE OF HAWAIIAN AFFAIRS
711 Kapi'olani Boulevard, Suite 500
Honolulu, Hawai'i 96813
Attn: Clyde W. Nāmu'o, Administrator

CONTRACTOR:

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

All notices sent to either party under this Agreement shall be deemed to have been received THREE (3) days after date of deposit of same in the United States mail, postage prepaid, or at the time of actual receipt, whichever is the earlier.

SECTION FIFTEEN – DISPUTE

NEGOTIATION. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach, termination, or validity thereof, OHA and CONTRACTOR agree to use its best efforts to settle such dispute, claim, question, or disagreement. To this effect, upon notice of

the dispute, claim, question or disagreement, OHA and CONTRACTOR agree to consult and negotiate with each other in good faith to reach a just and mutually satisfactory solution.

MEDIATION. If OHA and CONTRACTOR do not reach such a negotiated solution within TWENTY-ONE (21) days of notice of the dispute, claim, question or disagreement, OHA and CONTRACTOR agree next to try in good faith to settle the dispute by mediation before resorting to arbitration. The mediation shall be administered by a mediator mutually agreed upon by OHA and CONTRACTOR in accordance with the Dispute Prevention and Resolution, Inc. Mediation Rules and Guidelines.

ARBITRATION. Thereafter, any unresolved dispute, claim, question or disagreement arising out of or relating to this Agreement (including whether such dispute, claim, question or disagreement is arbitrable), or breach, termination or validity thereof, shall be settled by binding arbitration before one arbitrator, and judgment upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be administered and conducted in accordance with Arbitration Rules of Dispute Prevention and Resolution, Inc. in effect at the time a request for arbitration of the dispute is made. A decision and award of the arbitration made under the said rules shall be exclusive, final, and binding upon parties, their agents, employees, successors, and assigns. The costs and expenses of the arbitration shall be borne equally by the parties. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of services under this AGREEMENT. The selection of the arbitrator shall be mutually agreed to by OHA and the CONTRACTOR. OHA and CONTRACTOR understand that by choosing arbitration for its dispute, OHA and CONTRACTOR are waiving its right to trial by jury.

The negotiation, mediation, or arbitration shall be conducted in Honolulu, Hawai'i.

SECTION SIXTEEN - TERMINATION OF AGREEMENT

If, for cause, the CONTRACTOR fails to satisfactorily fulfill, in a timely and proper manner, the CONTRACTOR's obligation under this Agreement or breaches any promises, terms or conditions of this Agreement and, having been given reasonable notice in writing of an opportunity to cure any such default and not having taken satisfactory corrective action with the time specified by OHA, OHA shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination not less than SEVEN (7) calendar days before the effective date of such termination. The particular acts which shall constitute cause and justify termination include poor performance, disloyalty or self-dealing, disclosure of confidential information, or other acts of like nature.

Either party may terminate this Agreement without statement of cause at any time upon written notice to the other party of such termination not less than seven (7) calendar days before the effective date of such termination. If, however, termination is initiated by the CONTRACTOR and OHA believes that CONTRACTOR is in material default of any provisions of this Agreement, OHA will notify CONTRACTOR of the default prior to the effective date of termination and the termination shall be one for cause as provided herein.

In the final settlement of this Agreement, OHA shall determine the amount of unexpended and unobligated funds to be refunded to OHA by the CONTRACTOR. If the termination is for cause, any other provision to the contrary notwithstanding, the CONTRACTOR shall not be relieved of liability to OHA for damages sustained because of any breach of this Agreement by the CONTRACTOR. Liquidated damages shall be assessed in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per week.

SECTION SEVENTEEN – AMENDMENT

This Agreement may be modified, amended or extended, if the amendment is made in writing and is signed by both parties. This contract may be extended on condition of satisfactory performance by the CONTRACTOR as determined by the COORDINATOR and shall be contingent upon the availability of funds for compensation payable for services rendered and cost and expenses incurred beyond the initial term of this Agreement.

SECTION EIGHTEEN – SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

SECTION NINETEEN - WAIVER OF CONTRACTUAL RIGHT

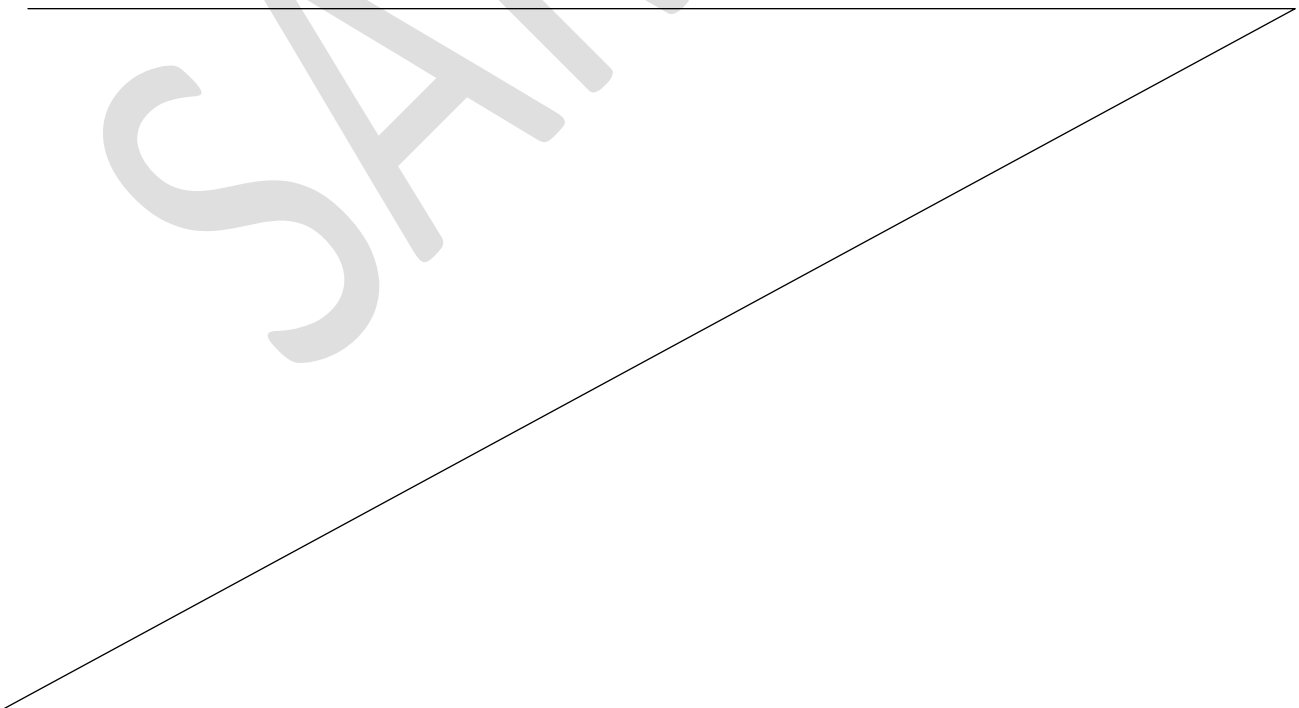
The failure of either party to enforce, or, the granting of a waiver of, any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION TWENTY - ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

SECTION TWENTY-ONE - APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Hawai'i



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

By: _____
OFFICE OF HAWAIIAN AFFAIRS
CLYDE W. NĀMU‘O
Administrator

Date: _____, 20__

By: _____
OFFICE OF HAWAIIAN AFFAIRS
MONA BERNARDINO
Deputy Administrator

Date: _____, 20__

By: _____
“OHA CONTRACTOR”
[Title] _____

Date: _____, 20__

APPROVED AS TO CONTENT:

Date: _____, 20__

APPROVED AS TO FORM:

Date: _____, 20__

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared CLYDE W. NĀMU'O, to me known, who being by me duly sworn, did say that he is the Administrator of the OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State, and that in the absence of a seal that said instrument was signed in behalf of said corporation by authority of its Board of Trustees, and the said Administrator acknowledged said instrument to be the free act and deed of said organization.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires: _____

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared MONA BERNARDINO, to me known, who being by me duly sworn, did say that she is the Deputy Administrator of the OFFICE OF HAWAIIAN AFFAIRS, a body corporate and said instrumentality of the State and that in the absence of a seal that said instrument was signed in behalf of said corporation by authority of its Board of Trustees, and said Deputy Administrator acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires: _____

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn, did say that he or she is the _____ of _____, a Hawaii _____; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its _____, and the said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires _____
My commission expires: _____